



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Approving the Memorandum of Understanding Between the City of Lodi and the Boosters of Boys and Girls Sports (B.O.B.S.)

**MEETING DATE:** June 6, 2012

**PREPARED BY:** Parks, Recreation and Cultural Services Interim Director

**RECOMMENDED ACTION:** Adopt resolution approving the Memorandum of Understanding between the City of Lodi and the Boosters of Boys and Girls Sports (BOBS.).

**BACKGROUND INFORMATION:** The BOBS is a nonprofit, community sports organization that has assisted the City in providing services to Lodi's young athletes since 1960. The services provided by the BOBS, and the roles and responsibilities of the BOBS and City, are outlined in a Memorandum of Understanding (MOU) that took effect in 1987 and has been revised several times.

To better serve the BOBS and the Department, a single, updated MOU is needed. The attached MOU, which incorporates and better defines previous agreements between the parties, was developed through cordial discussions between Parks, Recreation and Cultural Services staff, the City Attorney and BOBS members. The BOBS Board of Directors unanimously voted in favor of the MOU on May 9, 2012. It will take effect upon the City Council's approval.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

  
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Jeff Hood  
Parks, Recreation and Cultural Services Interim Director

Attachments

cc: City Attorney  
Eddie Long, BOBS President

**APPROVED:**   
\_\_\_\_\_  
Konradt Bartlam, City Manager

June 6,2012

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI PARKS, RECREATION AND CULTURAL SERVICES AND THE BOOSTERS OF BOYS AND GIRLS SPORTS REGARDING THE PROVISION OF SERVICES TO THE CITY AND LODI COMMUNITY

The following is a Memorandum of Understanding regarding the relationship between the Boosters of Boys and Girls Sports, a 501(c)3 non-profit organization (to be referred to as: **BOBS**) and the City of Lodi Parks, Recreation and Cultural Services (to be referred to as: **Department**), a department of the City of Lodi a municipal corporation.

This MOU supersedes the previous MOU titled "Department Policy Regarding Fees/Charges to B.O.B.S" dated March 22, 1988. All prior agreements between the parties, whether they cover topics similar to or different from this agreement are hereby terminated by mutual agreement. It is the intent of this agreement to reflect all terms establishing the party's relationship in this one document.

The BOBS exist as a distinct non-profit organization whose goal is to offer programs and provide financial and material resources for youth sports in Lodi. The Department and BOBS have had, and continue to have, a unique relationship enabling both entities to deliver cost effective and comprehensive youth sports programs in Lodi.

The parties agree to following terms:

- BOBS will provide its members to the Department to conduct various athletic programs throughout the year. All BOBS members services shall be voluntary and neither BOBS nor its members shall receive compensation for their services in their capacity as BOBS members.
- The Director of the Department shall be the authorized person to coordinate with the members of BOBS in their participation of the sports and recreation programs of the Department.
- The City will indemnify, defend and hold harmless BOBS members participating in the sports and recreation program of Department pursuant to this MOU, on the same terms and subject to the same limits and exceptions as a City Employee (See for example Government Code Section 995.2 and 825.). This paragraph shall not extend to concession stands operations which are required to be insured by BOBS as set forth below.
- The City will defend, indemnify and hold harmless BOBS, and its officers and directors from any liability, up to a maximum of \$250,000.00 by reason of injury to participants in BOBS directed, City sponsored sports and recreation programs, on the same terms and subject to the same limits and exceptions as a City Employee (See for example Government Code Section 995.2 and 825.) This paragraph shall not extend to concession stands operations which are required to be insured by BOBS as set forth below.
- BOBS has the right of first refusal to exclusively operate the food and beverage concession at Salas Park, Kofu Park, Zupo Field and at such other public places as may be permitted by the Director of the City's Parks, Recreation and Cultural Services Department. This right of first refusal shall not extend to non athletic events. The net proceeds received from the sale of food, beverage and merchandise at these concession stands shall be used by BOBS solely to carry on the Department's recreational

programs. BOBS shall account quarterly to the Parks and Recreation Commission for all concession operation income and expenses. Concession workers shall be BOBS employees for all purposes.

- BOBS agrees to maintain in full force during the time that they are operating food concession stands, a liability insurance policy in the minimum sum of \$1,000,000.00 which shall name, by endorsement, the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as an additional insured and under which policy the insurer agrees to indemnify and hold the BOBS and City of Lodi harmless from and against all costs, expenses and liability arising out of or based upon any damages claimed by any person purchasing food from said concession stands. In addition to the additional named insured endorsement on BOBS' policy of insurance, said insurance policy shall be endorsed to include language that translates to: Such insurance as is afforded by the endorsement for the Additional Insured shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

A duplicate or certificate of said insurance policy containing the above-stated required endorsements shall be delivered to the City Risk Manager after the issuance of said policy, with satisfactory evidence that the carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of the policy during the effective period of this Agreement. If there has been no such delivery within 48 hours prior to the expiration date of the policy, this Agreement shall be null and void.

- BOBS will not be charged for use of department sports facilities and equipment for regularly scheduled programs or activities with the exception of the Grape Bowl.
- Any facility requested outside the direct control of the Department (i.e.: Lodi Unified School District, State, and County facilities) may be requested through the Department but are not guaranteed for use at no cost to the BOBS.
- BOBS will be given office space within the Recreation Division in order to facilitate the provision of services to the mutual clientele of both the Department and BOBS. This will include a dedicated phone line, key/code access and use of meeting facilities to the extent it does not conflict with other department uses.
- A Department employee will be assigned as a Liaison to the BOBS. This position answers to the Department and functions only as a conduit for communication and cooperation between the Department and BOBS. The Liaison shall not perform tasks at the direction of BOBS or associated with development and delivery of BOBS programs.
- The Department will assess an administrative fee to all BOBS program registrations in order to compensate the Department for overhead costs (administrative time, marketing, registration of clients, etc.) related to BOBS programs. BOBS will receive registration proceeds minus the administrative fee. BOBS will account quarterly to the Parks and Recreation Commission regarding the income and expenses of its program revenues.
- When the BOBS host or co-host any major functions and/or special events on City Property (tournaments, dinners, etc.), the BOBS and the Department will meet prior to these events and determine if any fees and/or charges will be necessary to cover additional costs brought on by these events. Additional charges will be agreed upon prior to the scheduling of these events.

- Prior to the beginning of each fiscal year (July 1<sup>st</sup>), the BOBS and the Department will meet to discuss and determine any major capital outlay projects for the coming fiscal year. All projects will be supervised by the Parks Superintendent and the Parks Project Coordinator. The Project Coordinator will establish a project timeline and scope to which the project will strictly adhere.
- The BOBS will not perform any projects or maintenance to City real property or fixtures (excepting concession fixtures) without the written approval of the Director of Parks, Recreation and Cultural services and/or the Parks Superintendent.
- The BOBS will provide a representative member of the BOBS Executive Board to be present at all Parks and Recreation Commission meetings which generally occur the first Tuesday of every month.
- Any fee changes to programs from either the BOBS or the Department are to be discussed and agreed upon 60 days prior to the proposed implementation at which time there will be written notification of any changes.
- BOBS members must pass fingerprint clearance to have supervisory or disciplinary authority over minors.
- Either party can choose to terminate this agreement with 12 months notice.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first hereinabove written.

ATTEST:

CITY OF LODI

\_\_\_\_\_

City Clerk


By \_\_\_\_\_

Mayor

Approved as to Form

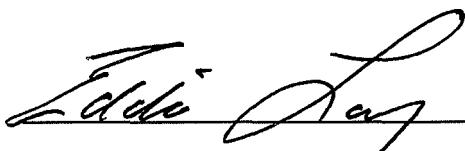
**BOOSTERS OF BOYS AND**

**GIRLS SPORTS**

\_\_\_\_\_ 

D. Stephen Schwabauer

City Attorney



Hereinabove called "BOBS"

RESOLUTION NO. 2012-74

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF LODI  
AND THE BOOSTERS OF BOYS AND GIRLS  
SPORTS (BOBS)

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WHEREAS, the Boosters of Boys and Girls Sports (BOBS) is a non-profit community sports organization that has assisted the City in providing services to Lodi's young athletes since 1960; and

WHEREAS, the services provided by the BOBS, and the roles and responsibilities of the BOBS and City, are outlined in a Memorandum of Understanding that took effect in 1987 and has been revised several times; and

WHEREAS, to better serve the BOBS and the Department, a single, updated Memorandum of Understanding was developed through cordial discussions between Parks, Recreation and Cultural Services staff, the City Attorney, and BOBS members; and

WHEREAS, the new agreement was approved by the BOBS Executive Board on May 9, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Memorandum of Understanding between the City of Lodi and the Boosters of Boys and Girls Sports (BOBS).

Dated: June 6, 2012

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I hereby certify that Resolution No. 2012-74 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 6, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi,  
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk